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7 Attorney for Plaintiffs  
8 UMG RECORDINGS, INC.; VIRGIN  
9 RECORDS AMERICA, INC.; LAFACE  
10 RECORDS LLC; SONY BMG MUSIC  
11 ENTERTAINMENT; INTERSCOPE  
12 RECORDS; and CAPITOL RECORDS,  
13 LLC

14 UNITED STATES DISTRICT COURT  
15 NORTHERN DISTRICT OF CALIFORNIA  
16 SAN JOSE DIVISION

17 UMG RECORDINGS, INC., a  
18 Delaware corporation; VIRGIN  
19 RECORDS AMERICA, INC., a  
20 California corporation; LAFACE  
21 RECORDS LLC, a Delaware limited  
22 liability company; SONY BMG  
23 MUSIC ENTERTAINMENT, a  
24 Delaware general partnership;  
25 INTERSCOPE RECORDS, a  
26 California general partnership; and  
27 CAPITOL RECORDS, LLC, a  
28 Delaware limited liability company,

Plaintiffs,

vs.

Devanei Unique Hampton,

Defendant.

Case No.: 5:07-cv-03093-HRL

**Related Cases:**

STIPULATION TO JUDGMENT  
AND PERMANENT INJUNCTION

1 Plaintiffs and Defendant hereby stipulate to the following terms, and that the  
2 Court may enter a final Judgment and Permanent Injunction in favor of Plaintiffs  
3 and against Defendant without further notice or appearance by the parties, as  
4 follows:

5  
6 1. Defendant shall pay to Plaintiffs in settlement of this action the total  
7 sum of \$10,448.50.

8  
9 2. Defendant shall pay Plaintiffs' costs of suit (complaint filing fee and  
10 service of process fee) in the amount of \$551.50.

11  
12 3. Defendant shall be and hereby is enjoined from directly or indirectly  
13 infringing Plaintiffs' rights under federal or state law in any sound recording,  
14 whether now in existence or later created, that is owned or controlled by Plaintiffs  
15 (or any parent, subsidiary, or affiliate record label of Plaintiffs) ("Plaintiffs'  
16 Recordings"), including without limitation by:

17  
18 a) using the Internet or any online media distribution system to  
19 reproduce (i.e., download) any of Plaintiffs' Recordings, to  
20 distribute (i.e., upload) any of Plaintiffs' Recordings, or to make  
21 any of Plaintiffs' Recordings available for distribution to the  
22 public, except pursuant to a lawful license or with the express  
23 authority of Plaintiffs; or

24  
25 b) causing, authorizing, permitting, or facilitating any third party to  
26 access the Internet or any online media distribution system through  
27 the use of an Internet connection and/or computer equipment  
28 owned or controlled by Defendant, to reproduce (i.e., download)

1 any of Plaintiffs' Recordings, to distribute (i.e., upload) any of  
2 Plaintiffs' Recordings, or to make any of Plaintiffs' Recordings  
3 available for distribution to the public, except pursuant to a lawful  
4 license or with the express authority of Plaintiffs.

5  
6 Defendant also shall destroy all copies of Plaintiffs' Recordings that Defendant  
7 and/or any third party that has used the Internet connection and/or computer  
8 equipment owned or controlled by Defendant has downloaded without Plaintiffs'  
9 authorization onto any computer hard drive or server owned or controlled by  
10 Defendant, and shall destroy all copies of those downloaded recordings transferred  
11 onto any physical medium or device in Defendant's possession, custody, or control.

12  
13 4. Defendant has been properly and validly served with the Summons  
14 and Complaint in this action, and is subject to the jurisdiction of the Court.

15  
16 5. Defendant irrevocably and fully waives notice of entry of the  
17 Judgment and Permanent Injunction, and understands and agrees that violation of  
18 the Judgment and Permanent Injunction will expose Defendant to all penalties  
19 provided by law, including for contempt of Court.

20  
21 6. Defendant irrevocably and fully waives any and all right to appeal the  
22 Judgment and Permanent Injunction, to have it vacated or set aside, to seek or  
23 obtain a new trial thereon, or otherwise to attack in any way, directly or  
24 collaterally, its validity or enforceability.

25  
26 7. Nothing contained in the Judgment and Permanent Injunction shall  
27 limit the right of Plaintiffs to recover damages for any and all infringements by  
28

1 Defendant of any right under federal copyright law or state law occurring after the  
 2 date Defendant executes this Stipulation to Judgment and Permanent Injunction.

3  
 4 8. Defendant acknowledges that Defendant has read this Stipulation to  
 5 Judgment and Permanent Injunction, and the attached [Proposed] Judgment and  
 6 Permanent Injunction, has had the opportunity to have them explained by counsel  
 7 of Defendant's choosing, fully understands them and agrees to be bound thereby,  
 8 and will not deny the truth or accuracy of any term or provision herein. Defendant  
 9 is at least 18 years old and is otherwise legally competent to enter into this  
 10 Stipulation to Judgment and Permanent Injunction.

11  
 12 9. The Court shall maintain continuing jurisdiction over this action for  
 13 the purpose of enforcing this final Judgment and Permanent Injunction.

14 Dated: 5/28/08

HOLME ROBERTS & OWEN LLP  
 MATTHEW FRANKLIN JAKSA (STATE  
 BAR NO. 248072)

16 By s/ Matthew Franklin Jaks  
 17 Matthew Franklin Jaks  
 18 Attorney for Plaintiffs  
 19 UMG RECORDINGS, INC.;  
 20 VIRGIN RECORDS AMERICA,  
 21 INC.; LAFACE RECORDS LLC;  
 22 SONY BMG MUSIC  
 23 ENTERTAINMENT;  
 24 INTERSCOPE RECORDS; and  
 25 CAPITOL RECORDS, LLC

22 Dated: 5/20/08

23 By Devanei Unique Hampton, in  
 24 *propria persona*

25 Dated: 5.9.08

26 By Mark Lucia  
 27 Attorney for Defendant  
 28

**PROOF OF SERVICE**

STATE OF CALIFORNIA, CITY AND COUNTY OF SAN FRANCISCO

I am employed in the office of Holme Roberts & Owen in San Francisco, California. I am over the age of eighteen years and not a party to the within action. My business address is 560 Mission Street, 25th Floor, San Francisco, CA 94105.

On May 28, 2008, I served the foregoing documents described as:

**STIPULATION TO JUDGMENT AND PERMANENT INJUNCTION**

on the interested party in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

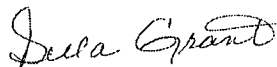
David I. Kelvin  
1516 Oak Street, Ste. 316  
Alameda, CA 94501  
*Attorney for Defendant*

Mark Lucia  
U.C. Berkeley  
102 Sproul Hall  
Berkeley, CA 94720  
*Attorney for Defendant*

☒ BY MAIL: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at San Francisco, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on May 28, 2008 at San Francisco, California.



Della Grant